

01629

Paul Sherry  
Proc. I.

**DECISION**



**THE COMPTROLLER GENERAL  
OF THE UNITED STATES  
WASHINGTON, D. C. 20548**

**FILE: B-188131**

**DATE: March 23, 1977**

**MATTER OF: Marsh Stencil Machine Company**

**DIGEST:**

1. Bid submission which included typewritten name and title of person authorized to sign, but no signature, was properly rejected as nonresponsive and was not subject to waiver as minor informality pursuant to Federal Procurement Regulations (FPR) § 1-2.405(c) (1964 ed.).
2. IFB's "Small Requirements" clause obligated contractor to accept orders of \$15 or more unless he indicated willingness to accept orders of less than \$15 by inserting smaller amount in bid form. Bidder's insertion of \$50 as smallest order it would accept rendered bid nonresponsive since it limited Government's right to place orders between \$15 and \$50.

Marsh Stencil Machine Company (Marsh) has protested the rejection of its bid as nonresponsive by the General Services Administration (GSA) under solicitation No. FPHO-X-75001-A, which anticipated the purchase of office machines, erasers, embossing machines, identification tape and stencil cutting machines during a one year period beginning April 1, 1977. The solicitation provided for bids to be submitted on numerous categories of items for each of the designated zones listed with awards to be made as necessary on an item by item basis.

At bid opening on November 8, 1976, Marsh's bid, while containing the typed name and title "John A. Marsh, Govt. Sls Mgr." in the space provided, contained no signature on the bid, either in the space provided or elsewhere. Moreover, Marsh's bid was not accompanied by any other material bearing a signature of a representative of Marsh.

By letter dated December 27, 1976, Marsh was advised that its unsigned bid was nonresponsive and could not be considered for award. On this same date award was made to bidders other than Marsh on all but five categories of items. It is to be noted that award was withheld on five categories of items because no responsive bids had been received. In this connection, however, a Determination and Firing was made by GSA on December 22, 1976, pursuant to 41 U.S.C. § 252(c)(10) (1970) to negotiate a contract for these five

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categories of items. Thereafter, GSA commenced negotiations with Marsh, the only bidder on these categories of items for the previous three years.

In support of the contention that its unsigned bid should not have been determined nonresponsive, Marsh indicates that it has bid on these items for many years and that its failure to sign its bid should be viewed as a minor irregularity. Further, the protester notes that award to Marsh would result in a financial savings to the Government.

The Marsh bid was properly rejected as nonresponsive. The failure of the protester to sign its bid could not be waived or corrected after opening as a minor informality or irregularity under the provisions of the Federal Procurement Regulations (FPR) § 1-2.405 (c) (1964 ed.) which provides that the contracting officer shall either give the bidder an opportunity to correct the failure to sign a bid or waive such a deficiency, but only if--

"\* \* \* (1) the unsigned bid is accompanied by other material indicating the bidder's intention to be bound by the unsigned bid document, such as the submission of a bid guarantee, or a letter signed by the bidder with the bid referring to and clearly identifying the bid itself; or (2) the firm submitting a bid has formally adopted or authorized before the date set for opening of bids, the execution of documents by typewritten, printed or stamped signature and submits evidence of such authorization and the bid carries such a signature."

The above cited regulation is in accord with the decisions of our Office in which we have held that the failure of the bidder to sign a bid which bears his typewritten signature, but is not accompanied by documentary evidence indicating that the typewritten signature had been adopted or authorized, is a substantive defect which could not be waived after opening of the bids. See 34 Comp. Gen. 439 (1955); B-176433, August 16, 1972; B-169837, May 27, 1970, and cases cited therein. Moreover, in connection with the protester's contention that the contract award to the successful bidder will result in a higher cost to the Government, it has been the position of our Office and the courts that the strict maintenance of the competitive bidding procedures, required by law in the letting of public contracts, is infinitely more in the public interest than the obtaining of a possible pecuniary advantage in a particular case by a violation of the rules. See 17 Comp. Gen. 554 (1938); B-157637, October 27, 1965, and cases cited therein.

There is another aspect of Marsh's bid, apart from the signature requirement, which would render it nonresponsive. The IFB contained

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a "Small Requirements" clause obligating the contractor to accept orders as small as \$15, unless the bidder indicated its willingness to accept even smaller orders by inserting a lesser figure in its bid. However, Marsh inserted a larger figure (\$50), thereby precluding the Government from placing orders from \$15 to \$50. This circumstance, standing alone, would have been an adequate basis for determining Marsh's bid to be nonresponsive. See Rentex Services Corporation, B-184457, February 20, 1976, 76-1 CPD 116.

In view of the foregoing the protest is denied.

*Atkinson*  
Deputy Comptroller General  
of the United States